

<i>SERFF Tracking Number:</i>	<i>LDRC-125706007</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Old Republic National Title Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>34.0 Title</i>	<i>Sub-TOI:</i>	<i>34.0000 Title</i>
<i>Product Name:</i>	<i>Mortgage Impairment Protection Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Old Republic National Title Insurance Company

Product Name: Mortgage Impairment Protection Insurance Policy SERFF Tr Num: LDRC-125706007 State: Arkansas

Insurance Policy

TOI: 34.0 Title

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 34.0000 Title

Co Tr Num:

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Sarah Harper

Authors: Elise Reed, Heidi Majors

Disposition Date: 07/23/2008

Date Submitted: 06/23/2008

Disposition Status: Approved

Effective Date Requested (New): 07/01/2008

Effective Date (New): 07/23/2008

Effective Date Requested (Renewal):

Effective Date (Renewal): 07/23/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07/23/2008

State Status Changed: 07/02/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for filing is a copy of our new version of a form which had previously been filed and approved in your state, the Mortgage Impairment Protection Insurance Policy (ORT 4113). The Policy has been re-written to clarify some of the paragraphs. The coverages remain the same. The changes are shown on a sample copy which is also enclosed.

SERFF Tracking Number: LDRC-125706007 State: Arkansas
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Mortgage Impairment Protection Insurance Policy
Project Name/Number: /

Company and Contact

Filing Contact Information

Elise Reed, Associate Regulatory Counsel ereed@oldrepublictitle.com
400 Second Avenue South (800) 328-4441 [Phone]
Minneapolis, MN 55401 (612) 371-1124[FAX]

Filing Company Information

Old Republic National Title Insurance Company CoCode: 50520 State of Domicile: Minnesota
400 Second Avenue South Group Code: 50520 Company Type: Title
Minneapolis, MN 55401 Group Name: Old Republic State ID Number: 50520
(800) 328-4441 ext. 7061[Phone] FEIN Number: 41-0579050

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 PER FORM FILED. WE ARE FILING ONE FORM.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Old Republic National Title Insurance Company	\$50.00	06/23/2008	21036784

SERFF Tracking Number: LDRC-125706007 State: Arkansas

Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Mortgage Impairment Protection Insurance Policy

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Sarah Harper	07/23/2008	07/23/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Sarah Harper	07/18/2008	07/18/2008	Heidi Majors	07/22/2008	07/22/2008
Pending Industry Response	Sarah Harper	07/02/2008	07/02/2008	Heidi Majors	07/17/2008	07/17/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Countersignature	Note To Reviewer	Heidi Majors	07/18/2008	07/18/2008

SERFF Tracking Number: LDRC-125706007 *State:* Arkansas
Filing Company: Old Republic National Title Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number:
TOI: 34.0 Title *Sub-TOI:* 34.0000 Title
Product Name: Mortgage Impairment Protection Insurance Policy
Project Name/Number: /

Disposition

Disposition Date: 07/23/2008
Effective Date (New): 07/23/2008
Effective Date (Renewal): 07/23/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRC-125706007 State: Arkansas
 Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number:
 TOI: 34.0 Title Sub-TOI: 34.0000 Title
 Product Name: Mortgage Impairment Protection Insurance Policy
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		Yes
Form	Mortgage Impairment Protection Insurance Policy		Yes
Form	red-lined version showing changes		Yes

SERFF Tracking Number: LDRC-125706007 State: Arkansas
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Mortgage Impairment Protection Insurance Policy
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/18/2008
Submitted Date 07/18/2008
Respond By Date 07/25/2008

Dear Elise Reed,

This will acknowledge receipt of the captioned filing.

Objection 1

- Mortgage Impairment Protection Insurance Policy (Form)
- red-lined version showing changes (Form)

Comment: Please verify that each policy issued will be countersigned by an Arkansas licensed title insurance agent pursuant to Rule 87, Section 10.

Objection 2

- Mortgage Impairment Protection Insurance Policy (Form)
- red-lined version showing changes (Form)

Comment: Also, please verify that each policy issued will be countersigned by an Arkansas licensed title insurance agent pursuant to Rule 87, Section 10.

Please feel free to contact me if you have questions.

Sincerely,

Sarah Harper

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/22/2008
Submitted Date 07/22/2008

Dear Sarah Harper,

Comments:

Response 1

SERFF Tracking Number: LDRC-125706007 State: Arkansas
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Mortgage Impairment Protection Insurance Policy
Project Name/Number: /

Comments: This will confirm that each Mortgage Impairment Protection Insurance Policy, ORT 4113, issued to insure Arkansas property will be countersigned by an Arkansas licensed title insurance agent.

Related Objection 1

Applies To:

- Mortgage Impairment Protection Insurance Policy (Form)
- red-lined version showing changes (Form)

Comment:

Please verify that each policy issued will be countersigned by an Arkansas licensed title insurance agent pursuant to Rule 87, Section 10.

Related Objection 2

Applies To:

- Mortgage Impairment Protection Insurance Policy (Form)
- red-lined version showing changes (Form)

Comment:

Also, please verify that each policy issued will be countersigned by an Arkansas licensed title insurance agent pursuant to Rule 87, Section 10.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Elise Reed, Heidi Majors

SERFF Tracking Number: LDRC-125706007 State: Arkansas
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Mortgage Impairment Protection Insurance Policy
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/02/2008
Submitted Date 07/02/2008
Respond By Date 07/16/2008

Dear Elise Reed,

This will acknowledge receipt of the captioned filing.

Objection 1

- Mortgage Impairment Protection Insurance Policy (Form)
- red-lined version showing changes (Form)

Comment: Please verify that the minimum search requirements (30-year search) are being met as set out in A.C.A. § 23-103-408 and in Rule 87, Section 15 before issuing these title insurance policies.

Please feel free to contact me if you have questions.

Sincerely,

Sarah Harper

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/17/2008
Submitted Date 07/17/2008

Dear Sarah Harper,

Comments:

Response 1

Comments: Yes, we definitely plan to do the minimum 30 year search. Is the agency-issuance also a new statute?

Thank you

Heidi Majors

Related Objection 1

SERFF Tracking Number: *LDRC-125706007* *State:* *Arkansas*
Filing Company: *Old Republic National Title Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number:
TOI: *34.0 Title* *Sub-TOI:* *34.0000 Title*
Product Name: *Mortgage Impairment Protection Insurance Policy*
Project Name/Number: */*

Applies To:

- Mortgage Impairment Protection Insurance Policy (Form)
- red-lined version showing changes (Form)

Comment:

Please verify that the minimum search requirements (30-year search) are being met as set out in A.C.A. § 23-103-408 and in Rule 87, Section 15 before issuing these title insurance policies.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Elise Reed, Heidi Majors

SERFF Tracking Number: LDRC-125706007 *State:* Arkansas
Filing Company: Old Republic National Title Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number:
TOI: 34.0 Title *Sub-TOI:* 34.0000 Title
Product Name: Mortgage Impairment Protection Insurance Policy
Project Name/Number: /

Note To Reviewer

Created By:

Heidi Majors on 07/18/2008 10:57 AM

Subject:

Countersignature

Comments:

Good Morning Ms. Harper,

Our resident countersignature expert is on vacation -- we'd really appreciate it if we could respond to this part of the objection next week when he's back in the office.

Thanks,

Elise Reed | VP and Regulatory Counsel
Old Republic National Title Insurance Company
800-328-4441 x7061

SERFF Tracking Number: LDRC-125706007 State: Arkansas

Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Mortgage Impairment Protection Insurance Policy

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Mortgage Impairment Protection Insurance Policy	ORT 4113	02-26-08	Policy/CoveNew rage Form			OFFICIAL 4113.pdf
	red-lined version showing changes	ORT 4113		Policy/CoveNew rage Form			SAMPLE.pdf

MORTGAGE IMPAIRMENT PROTECTION INSURANCE POLICY



Policy Number:

Item 1. Name and Principal Address of the Insured:

Item 2. Policy Period

Until cancelled as provided for under Section 4 (b) of the Policy.

Item 3. Premium:

The premium(s) shall be in the amount set by the Company or as required by state law, a list of which shall be provided by Insurer to the Insured from time to time. A current list is attached to this policy as Schedule A.

Item 4. Maximum Single Mortgage Limit:

This Declarations page together with the Policy form and any endorsements attached hereto shall constitute the entire contract between the Insured and the Insurer.

Issued Through the Office of:

Old Republic National Title Insurance Company
Home Office

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

1. INSURING AGREEMENT

Old Republic National Title Insurance Company (hereinafter called "Insurer") agrees to pay the Insured for Loss in connection with a Loan that is caused by the existence of a superior lien that, on or before the date of the Loan Closing: (i) attached to the real property securing the Mortgage; and (ii) was not known to the Insured or the Insured's Agent, subject to the Definitions, Exclusions, Coverage Agreements, and Conditions as set forth herein.

2. DEFINITIONS

The following terms when used in this policy mean:

- a. "Borrower": the borrower or the mortgagor named in the Loan.
- b. "Claim": a written demand by the Insured for payment under this Policy in accordance with the terms and conditions of this Policy.
- c. "Default": a failure to make when due any payment required by the home equity line of credit agreement or the home equity loan note between the Insured and the Borrower concerning a Loan.
- d. "Loan": a non-purchase money, consumer loan, that is secured by a subordinate Mortgage on owner occupied one to four family residential real property that meets the Underwriting Requirements.
- e. "Insured": the company stated in Item 1 of the Declaration Page.
- f. "Insured's Agent": any third party that has made a Loan on behalf of the Insured.
- g. "Loss": the amount of the outstanding loan balance, including accrued interest that Insured was not able to recover after a Default and the foreclosure and sale of the secured property, as the result of one or more unknown superior lien(s) in existence at the time of loan closing which reduced the amount Insured would have recovered had the superior lien(s) not been valid.
- h. "Knowledge or Known": actual knowledge, not constructive knowledge or notice which may be imputed to an Insured by reason of public records established under state statutes for the purpose of imparting constructive notice of matters relating to real property or any other records which impart constructive notice of matters affecting land. The Insured or the Insured's agent shall be deemed to have knowledge of the contents of any documents or other records in possession of the Insured or the Insured's agent prior to the Loan Closing.

i. "Mortgage": a mortgage, deed of trust, trust deed, or other security instrument.

j. "Loan closing": the process of executing legally binding documents regarding a lien on real property.

k. "Underwriting Requirements" the minimum requirements established for approving loans intended to be covered under this Policy as described in the application for this insurance coverage.

3. EXCLUSIONS

The Insurer shall not be liable for, and this Policy will not apply to, extend to or cover the following:

- a. Any Loss resulting from a Loan, which at the time of making by the Insured or the Insured's Agent, had a principal amount of more than the Maximum Single Mortgage Limit stated on the Declaration page.
- b. Any Loss regarding a Loan that does not meet the Underwriting Requirements. If the Insured mistakenly identifies for coverage on the monthly report a Loan that does not meet the Underwriting Requirements, Insurer will refund any premium paid by Insured for such Loan, but Insurer will not be liable for and this Policy will not cover any Loss relating to such Loan.
- c. Any Loss caused by the partial or complete destruction or environmental contamination of the Secured Property.
- d. Any Loss, in whole or in part, caused by any material fact or circumstance of which the Insured or the Insured's Agent had Knowledge on or before the date of the Loan Closing, or which was created, suffered, assumed, accepted, ratified, or agreed to by the Insured or the Insured's Agent.
- e. Any Loss resulting from rights of eminent domain or from any law, ordinance or governmental regulation related, but not limited to use or occupancy of the Secured Property.
- f. Any Loss resulting from the failure of the Insured or the Insured's Agent to comply with applicable laws or regulations, including, but not limited to, doing business, usury, consumer credit protection or truth-in-lending laws, if such noncompliance was a material reason for the Loss.
- g. Any Loss caused solely by or resulting from the filing of any petition in bankruptcy by, or the appointment of a receiver, conservator, trustee, liquidator or rehabilitator or any similar authority for the Borrower subsequent to the Loan closing.
- h. Any Loss concerning a Loan which was not reported by the Insured in its monthly loan and premium report to the Insurer, as described in this Policy, and for which premium has not been timely paid to the Insurer.

i. Any Loss caused by any dishonest or fraudulent act or omission, or any criminal act or omission by any director, officer or employee of the Insured or the Insured's Agent.

j. Any liability, interest, fees, penalties, expenses, or costs not included within the definition of Loss in this Policy.

k. Any Loss to the extent the Loss is caused by a decrease in the value of the real property securing the Loan since the Loan closing.

l. Any Loss resulting from real estate taxes, Special Assessment liens, or other governmental charges due to any government, or taxing authority thereof, which under state law constitute a lien on real property, whether such lien became effective prior to or after the Loan Closing.

m. Any Loss resulting from statutory liens for services, labor or material, statutory liens for violation of environmental laws or regulations, or liens arising out of charges by a homeowner's or condominium association whether such lien became effective prior to or after the Loan Closing.

4. COVERAGE AGREEMENTS AND CONDITIONS

a. Reporting; Premium Payments. The Insured shall file with the Insurer on or before the 20th day of each calendar month a list of all Loans subject to this Policy which were made and recorded by the Insured or the Insured's Agent during the prior calendar month on a form agreed to by the Insured and the Insurer. The Insured shall pay the Insurer the applicable premium at the same time as the above form is filed, as set forth in the Declaration Page of this Policy, for all Loans closed during the preceding calendar month.

b. Cancellation or Non Renewal.

- i. Cancellation of this Policy shall be effective
 - (a) at 12:01 a.m. upon the date specified in a written notice sent by the Insured to the Insurer; or
 - (b) at 12:01 a.m. upon the date specified in a written notice sent by the Insurer to the Insured, provided such date of cancellation shall not be less than 60 days after the date of the Insurer's written notice.

ii. Cancellation of this Policy, as provided above, shall not cancel, amend, restrict or otherwise limit the Insurer's obligations under this policy concerning any Loan made by the Insured or the Insured's Agent before the effective date of cancellation, which has been reported and for which premium has been paid as required by this Policy.

c. Notice of Claims and Loan Procedure Changes; Cooperation with Insurer

i. The Insured shall provide written notice of any Claim to the Insurer as soon as practicable, but in no event later than thirty (30) days after discovery of a Loss by the Insured. Inadvertent failure to give such notice shall not affect the liability of the Insurer hereunder unless such failure materially impairs the Insurer's ability to investigate the Loss or pursue its rights of recovery.

ii. Notice of any Claim under this Policy shall be given in writing to: Old Republic National Title Insurance Company, Claim Department, 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

iii. As a condition precedent to coverage under this Policy, the notice of claim shall include: (1) copies of all Loan origination documents required in item g below, including, but not limited to, applications and affidavits; (2) the Insured's Loan number; (3) the date when the Loan was closed; (4) the date when the Loan was reported and premium paid to the Insurer; and (5) the facts or circumstances not known by the Insured or the Insured's Agent which prevents the Insured from recovering such Loss.

iv. In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the Insured's rights of recovery thereof, and the Insured shall execute all papers reasonably required and shall reasonably cooperate with the Insurer to enable the Insurer to effectively bring suit. The Insured may take no action to impair the Insurer's right of subrogation without the written consent of the Insurer.

v. The Insured shall provide the Insurer with sixty (60) days advance written notice of all changes to the Insured's required procedures for the underwriting of Loans subject to this Policy.

d. Filing of Liens. The Insured or the Insured's Agent shall comply with state recording statutes for filing a mortgage on real property. Failure to comply with these procedures shall not affect the liability of the Insurer hereunder unless such failure materially impairs the Insurer's ability to pursue its rights of recovery.

e. Assignment. The Insured may not assign its interest under this Policy.

f. Changes. None of the agreements, limitations and conditions or other terms of this Policy shall be waived or altered except by endorsement issued to form a part hereof and signed by an officer or an authorized representative of the Insurer.

g. Loan Origination. Coverage under this Policy is conditioned upon the Insured undertaking all customary procedures to close loans to which this coverage applies and the following additional procedures:

i. Verify ownership of the property and the legal description by examination of a recent tax receipt, warranty deed, owner's policy of title insurance, on-line tax service or other means.

ii. Obtain and review a recent credit bureau report within 60 days of the mortgage origination that lists outstanding mortgages, bankruptcies, judgments, liens, and the property address.

iii. Obtain an Owner's Affidavit that lists outstanding mortgages, bankruptcies, judgments, liens, and the property address.

iv. Record the Mortgage with the proper publicland recording agency.

v. Follow prudent underwriting standards.

vi. Maintain accurate records for each mortgage insured under this policy during the life of the mortgage. Copies of items i., ii., and iii. must be maintained in your customer file.

SAMPLE ONLY

MORTGAGE IMPAIRMENT PROTECTION INSURANCE POLICY



Policy Number: 00A-TTL

Item 1. Name and Principal Address of the Insured:

My Favorite Lender
123456789 Main Street
My City, MN 50000

Item 2. Policy Period

Until cancelled as provided for under Section 4 (b) of the Policy.

Item 3. Premium:

The premium(s) shall be in the amount set by the Company or as required by state law, a list of which shall be provided by Insurer to the Insured from time to time. A current list is attached to this policy as Schedule A.

Item 4. Maximum Single Mortgage Limit:

This Declarations page together with the Policy form and any endorsements attached hereto shall constitute the entire contract between the Insured and the Insurer.

Issued Through the Office of:

Old Republic National Title Insurance Company
Home Office

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

1. INSURING AGREEMENT

Old Republic Insurance Company (hereinafter called "Insurer") agrees to pay the Insured for Loss in connection with a Loan that is caused by the existence of a superior lien that, on or before the date of the Loan Closing: (i) attached to the real property securing the Mortgage; and (ii) was not known to the Insured or the Insured's Agent, subject to the Definitions, Exclusions, Coverage Agreements, and Conditions as set forth herein.

2. DEFINITIONS

The following terms when used in this policy mean:

- a. "Borrower": the borrower or the mortgagor named in the Loan.
- b. "Claim": a written demand by the Insured for payment under this Policy in accordance with the terms and conditions of this Policy.
- c. "Default": a failure to make when due any payment required by the home equity line of credit agreement or the home equity loan note between the Insured and the Borrower concerning a Loan.
- d. "Loan": a non-purchase money consumer loan, that is secured by a subordinate Mortgage on owner occupied one to four family residential real property that meets the Underwriting Requirements.
- e. "Insured": the company stated in Item 1 of the Declaration Page.
- f. "Insured's Agent": any third party that has made a Loan on behalf of the Insured.
- g. "Loss": the amount of the outstanding loan balance, including accrued interest that Insured was not able to recover after a Default and the foreclosure and sale of the secured property, as the result of one or more unknown superior lien(s) in existence at the time of loan closing which reduced the amount Insured would have recovered had the superior lien(s) not been valid.
- h. "Knowledge or Known": actual knowledge, not constructive knowledge or notice which may be imputed to an Insured by reason of public records established under state statutes for the purpose of imparting constructive notice of matters relating to real property or any other records which impart constructive notice of matters affecting land. The Insured or the Insured's agent Insured shall be deemed to have knowledge of the contents of any documents or other records in possession of the Insured or the Insured's agent prior to the Loan Closing.
- i. "Mortgage": a mortgage, deed of trust, trust deed, or other security instrument.
- j. "Loan closing": the process of executing legally binding documents regarding a lien on real property.
- k. "Underwriting Requirements" the minimum requirements established for approving loans intended to be

covered under this Policy as described in the application for this insurance coverage

3. EXCLUSIONS

The Insurer shall not be liable for, and this Policy will not apply to, extend to or cover the following:

- a. Any Loss resulting from a Loan, which at the time of making by the Insured or the Insured's Agent, had a principal amount of more than the Maximum Single Mortgage Limit stated on the Declaration page.
- b. Any Loss regarding a Loan that does not meet the Underwriting Requirements. If the Insured mistakenly identifies for coverage on the monthly report a Loan that does not meet the Underwriting Requirements, Insurer will refund any premium paid by Insured for such Loan, but Insurer will not be liable for and this Policy will not cover any Loss relating to such Loan.
- c. Any Loss caused by the partial or complete destruction or environmental contamination of the Secured Property.
- d. Any Loss, in whole or in part, caused by any material fact or circumstance of which the Insured or the Insured's Agent had Knowledge on or before the date of the Loan Closing, or which was created, suffered, assumed, accepted, ratified, or agreed to by the Insured or the Insured's Agent.
- e. Any Loss resulting from rights of eminent domain or from any law, ordinance or governmental regulation related, but not limited to use or occupancy of the Secured Property.
- f. Any Loss resulting from the failure of the Insured or the Insured's Agent to comply with applicable laws or regulations, including, but not limited to, doing business, usury, consumer credit protection or truth-in-lending laws, if such noncompliance was a material reason for the Loss.
- g. Any Loss caused solely by or resulting from the filing of any petition in bankruptcy by, or the appointment of a receiver, conservator, trustee, liquidator or rehabilitator or any similar authority for the Borrower subsequent to the Loan closing.
- h. Any Loss concerning a Loan which was not reported by the Insured in its monthly loan and premium report to the Insurer, as described in this Policy, and for which premium has not been timely paid to the Insurer.
- i. Any Loss caused by any dishonest or fraudulent act or omission, or any criminal act or omission by any director, officer or employee of the Insured or the Insured's Agent.
- j. Any liability, interest, fees, penalties, expenses, or costs not included within the definition of Loss in this Policy.
- k. Any Loss to the extent the Loss is caused by a decrease in the value of the real property securing the Loan since the Loan closing.

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Deleted: agent on or prior to the Loan closing.f

Deleted: for which the Insured or the Insured's Agent did not comply with all procedures required by the Insured for the underwriting of such Loan, including but not limited to, complying with loan-to-value ratio guidelines, if such noncompliance was a material reason for the Loss.f

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Deleted: Borrower

Deleted: actual

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Deleted:

Deleted: prior to the date of the Loan closing

Deleted: a Home Equity Loan or Home Equity Line of Credit which is an equity line of credit loan or closed end consumer loan

Deleted: an

Deleted: after the Loan closing

Deleted: l

Deleted: default

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Deleted: m

Deleted: appraised market

Deleted: Secured Property

l. Any Loss resulting from real estate taxes, Special Assessment liens, or other governmental charges due to any government, or taxing authority thereof which under state law constitute a lien on real property, whether such lien became effective prior to or after the Loan Closing,

closed; (4) the date when the Loan was reported and premium paid to the Insurer; and (5) the facts or circumstances not known by the Insured or the Insured's Agent which prevents the Insured from recovering such Loss.

Deleted: Ad Valorem taxes

Deleted: liens

Deleted: resulting from the taxing authority of

Deleted: state or local

Deleted: .

m. Any Loss resulting from statutory liens for services, labor or material, statutory liens for violation of environmental laws or regulations, or liens arising out of charges by a homeowner's or condominium association whether such lien became effective prior to or after the Loan Closing,

iv. In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the Insured's rights of recovery thereof, and the Insured shall execute all papers reasonably required and shall reasonably cooperate with the Insurer to enable the Insurer to effectively bring suit. The Insured may take no action to impair the Insurer's right of subrogation without the written consent of the Insurer.

Deleted: .

4. COVERAGE AGREEMENTS AND CONDITIONS

a. Reporting; Premium Payments. The Insured shall file with the Insurer on or before the 20th day of each calendar month a list of all Loans subject to this Policy which were made and recorded by the Insured or the Insured's Agent during the prior calendar month on a form agreed to by the Insured and the Insurer. The Insured shall pay the Insurer the applicable premium at the same time as the above form is filed, as set forth in the Declaration Page of this Policy, for all Loans closed during the preceding calendar month.

v. The Insured shall provide the Insurer with sixty (60) days advance written notice of all changes to the Insured's required procedures for the underwriting of Loans subject to this Policy.

d. Filing of Liens. The Insured or the Insured's Agent shall comply with state recording statutes for filing a mortgage on real property. Failure to comply with these procedures shall not affect the liability of the Insurer hereunder unless such failure materially impairs the Insurer's ability to pursue its rights of recovery.

e. Assignment. The Insured may not assign its interest under this Policy.

f. Changes. None of the agreements, limitations and conditions or other terms of this Policy shall be waived or altered except by endorsement issued to form a part hereof and signed by an officer or an authorized representative of the Insurer.

g. Loan Origination. Coverage under this Policy is conditioned upon the Insured undertaking all customary procedures to close loans to which this coverage applies and the following additional procedures:

i. Verify ownership of the property and the legal description by examination of a recent tax receipt, warranty deed, owner's policy of title insurance, on-line tax service or other means.

ii. Obtain and review a recent credit bureau report within 60 days of the mortgage origination that lists outstanding mortgages, bankruptcies, judgments, liens, and the property address.

iii. Obtain an Owner's Affidavit that lists outstanding mortgages, bankruptcies, judgments, liens, and the property address.

iv. Record the Mortgage with the proper public land recording agency.

v. Follow prudent underwriting standards.

vi. Maintain accurate records for each mortgage insured under this policy during the life of the mortgage. Copies of items i., ii., and iii. must be maintained in your customer file.

b. Cancellation or Non Renewal.

i. Cancellation of this Policy shall be effective
(1) at 12:01 a.m. upon the date specified in a written notice sent by the Insured to the Insurer; or
(2) at 12:01 a.m. upon the date specified in a written notice sent by the Insurer to the Insured, provided such date of cancellation shall not be less than 60 days after the date of the Insurer's written notice.

ii. Cancellation of this Policy, as provided above, shall not cancel, amend, restrict or otherwise limit the Insurer's obligations under this policy concerning any Loan made by the Insured or the Insured's Agent before the effective date of cancellation, which has been reported and for which premium has been paid as required by this Policy.

c. Notice of Claims and Loan Procedure Changes; Cooperation with Insurer

i. The Insured shall provide written notice of any Claim to the Insurer as soon as practicable, but in no event later than thirty (30) days after discovery of a Loss by the Insured. Inadvertent failure to give such notice shall not affect the liability of the Insurer hereunder unless such failure materially impairs the Insurer's ability to investigate the Loss or pursue its rights of recovery.

ii. Notice of any Claim under this Policy shall be given in writing to: Old Republic National Title Insurance Company, Claim Department, 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

iii. As a condition precedent to coverage under this Policy, the notice of claim shall include: (1) copies of all Loan origination documents required in item g below, including, but not limited to, applications and affidavits; (2) the Insured's Loan number; (3) the date when the Loan was

SERFF Tracking Number: *LDRC-125706007* *State:* *Arkansas*
Filing Company: *Old Republic National Title Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number:
TOI: *34.0 Title* *Sub-TOI:* *34.0000 Title*
Product Name: *Mortgage Impairment Protection Insurance Policy*
Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRC-125706007 State: Arkansas
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Mortgage Impairment Protection Insurance Policy
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

06/23/2008

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent[1].pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="height: 60px;"></div> <p>Check #: Amount:</p> <div style="height: 180px;"></div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1